

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "*Agreement*") is made and entered into by and among Vista Software Solutions, Inc., a Delaware corporation ("*Assignor*") and JDA Software Group, Inc., a Delaware corporation ("*Assignee*"), and shall be effective as of April 30th, 2003.

### **RECITALS**

WHEREAS, Assignee and Assignor, among others, are parties to that certain Asset Purchase Agreement dated of even date herewith (the "*Asset Purchase Agreement*");

WHEREAS, capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement; and

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in the Acquired Intellectual Property, including without limitation those set forth on Exhibit A attached hereto and incorporated herein by reference.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

### **AGREEMENT**

#### **1. Assignment.**

1.1 Assignor hereby irrevocably assigns, conveys, otherwise transfers and agrees to transfer to Assignee, and its respective successors and assigns, all right, title and interest worldwide in and to the Acquired Intellectual Property, including, without limitation, those items described on Exhibit A, and all proprietary rights therein, including, without limitation, all copyrights, trademarks and their associated good will, patents, trade secret rights, moral rights and other intellectual property rights, all contract and licensing rights, all applications and registrations, any and all divisional, continuation, continuation-in-part, reexamination, reissue, foreign and other applications and registrations claiming priority to any application or registration described or listed herein, and any and all inventions disclosed within any of the applications or registrations described or listed herein, and all claims and causes of action of respect to any of the foregoing, whether now in existence or hereafter to come into existence.

1.2 If Assignor has any rights to the Acquired Intellectual Property that cannot be assigned as described above including, without limitation, any moral rights or the equivalent thereof, Assignor agrees to waive enforcement world-wide of such rights against Assignee, its officers, directors, stockholders, agents and employees. If Assignor has any rights to the Acquired Intellectual Property that cannot be assigned or waived as described above, Assignor hereby grants and agrees to grant to Assignee an exclusive, irrevocable, fully paid-up, and royalty free license, in perpetuity and world-wide, to fully exercise such rights, including rights to sublicense through multiple tiers of sublicenses. These rights are assignable by Assignee.

2. Assistance. Assignor hereby agrees, on its own volition and at Assignee's request and expense, to execute, take all actions and deliver any and all documents, agreements, assignments or transfers necessary or appropriate to perfect or implement this assignment or the rights of the Assignee in the Acquired Intellectual Property. In the event that Assignee is unable for any reason to secure Assignor's signature to any document required to apply for or execute any United States or foreign patent,

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copyright or other applications with respect to the Acquired Intellectual Property (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and in their behalf, and instead of Assignor, to execute and file any such applications and to do all other lawfully permitted acts to further the perfection, prosecution and issuance of copyrights or other rights therein with the same legal force and effect as if executed by Assignor.

3. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Delaware without reference to its conflicts of law principles. Any legal proceedings arising out of or relating to this Agreement shall be conducted in the State of Arizona. If any one or more provisions of this Agreement shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected or impaired thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law or applicable court decisions. This Agreement, together with any attachments and exhibits hereto, and Asset Purchase Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes any and all other agreements, written or oral, that the parties heretofore may have had with respect to the subject matter herein. In the event that terms herein are contrary or contradict the terms in the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument. No modification or waiver of any provision in this Agreement will be effective unless made in writing signed by Assignor and Assignee. Assignor acknowledges that Assignee may assign the Acquired Intellectual Property. The rights and obligations of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, legal representatives and assigns.

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IN WITNESS WHEREOF, the Assignor and Assignee have executed this Agreement as of the date first set forth above.

**ASSIGNOR:**

VISTA SOFTWARE SOLUTIONS, INC.,  
a Delaware corporation

By: Print: Iain KerrTitle: President & Chief Executive OfficerDate: 4-30-03**ASSIGNEE:**

JDA SOFTWARE, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Print: James D. ArmstrongTitle: Chairman & Chief Executive Officer

Date: \_\_\_\_\_

*Signature Page to IP Assignment Agreement*

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Agreement as of the date first set forth above.

**ASSIGNOR:**

VISTA SOFTWARE SOLUTIONS, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Print: Jain Kerr

Title President & Chief Executive Officer

Date \_\_\_\_\_

**ASSIGNEE:**

JDA SOFTWARE INC.,  
a Delaware corporation

By: \_\_\_\_\_

Print: James D. Armstrong

Title: Chairman & Chief Executive Officer

Date: 4-30-03

*Signature Page to IP Assignment Agreement*